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Central Intelligence Agency



Washington, D.C. 20505

27 June 2013

Mr. John Greenewald, Jr.



Reference: F-2012-00304 / NRO #F09-0095

Dear Mr. Greenewald:

In the course of processing your 22 June 2009 Freedom of Information Act (FOIA) request to the National Reconnaissance Office (NRO) for documents pertaining to Memorandums of Understanding and Comity Agreements at the NRO since 2003, the NRO located CIA material and referred it to us on 16 November 2011 for review and direct response to you.

We reviewed the document and determined that it can be released in segregable form with a deletion made on the basis of FOIA exemption (b)(3). A copy of the document and explanation of exemptions are enclosed. Exemption (b)(3) pertains to information exempt from disclosure by statute. The relevant statute is the Central Intelligence Agency Act of 1949, 50 U.S.C. § 403g, as amended, Section 6, which exempts from the disclosure requirement information pertaining to the organization and functions, including those related to the protection of intelligence sources and methods. As the CIA Information and Privacy Coordinator, I am the CIA official responsible for this determination. You have the right to appeal this response to the Agency Release Panel, in my care, within 45 days from the date of this letter. Please include the basis of your appeal.

Sincerely,

A handwritten signature in cursive script that reads "Michele Meeks".

Michele Meeks  
Information and Privacy Coordinator

Enclosures

## Explanation of Exemptions

### Freedom of Information Act:

- (b)(1) exempts from disclosure information currently and properly classified, pursuant to an Executive Order;
- (b)(2) exempts from disclosure information, which pertains solely to the internal personnel rules and practices of the Agency;
- (b)(3) exempts from disclosure information that another federal statute protects, provided that the other federal statute either requires that the matters be withheld, or establishes particular criteria for withholding or refers to particular types of matters to be withheld. The (b)(3) statutes upon which the CIA relies include, but are not limited to, the CIA Act of 1949;
- (b)(4) exempts from disclosure trade secrets and commercial or financial information that is obtained from a person and that is privileged or confidential;
- (b)(5) exempts from disclosure inter-and intra-agency memoranda or letters that would not be available by law to a party other than an agency in litigation with the agency;
- (b)(6) exempts from disclosure information from personnel and medical files and similar files the disclosure of which would constitute a clearly unwarranted invasion of privacy;
- (b)(7) exempts from disclosure information compiled for law enforcement purposes to the extent that the production of the information (A) could reasonably be expected to interfere with enforcement proceedings; (B) would deprive a person of a right to a fair trial or an impartial adjudication; (C) could reasonably be expected to constitute an unwarranted invasion of personal privacy; (D) could reasonably be expected to disclose the identity of a confidential source or, in the case of information compiled by a criminal law enforcement authority in the course of a criminal investigation or by an agency conducting a lawful national security intelligence investigation, information furnished by a confidential source ; (E) would disclose techniques and procedures for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law; or (F) could reasonably be expected to endanger any individual's life or physical safety;
- (b)(8) exempts from disclosure information contained in reports or related to examination, operating, or condition reports prepared by, or on behalf of, or for use of an agency responsible for regulating or supervising financial institutions; and
- (b)(9) exempts from disclosure geological and geophysical information and data, including maps, concerning wells.

April 2012

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Revised 22 Jan 09

2009-4392

(b)(3)

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE NATIONAL RECONNAISSANCE OFFICE,  
OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY AND DIVERSITY MANAGEMENT  
AND THE CENTRAL INTELLIGENCE AGENCY,  
OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY  
ON  
EQUAL EMPLOYMENT OPPORTUNITY COMPLAINT PROCESSING  
AND  
REASONABLE ACCOMMODATION**

**A. PURPOSE.** This Memorandum of Understanding (MOU) delineates Equal Employment Opportunity (EEO) compliance responsibilities pursuant to Title 29 Code of Federal Regulations § 1614 (29 CFR 1614), as amended, and reasonable accommodation procedures pursuant to the Rehabilitation Act of 1973, as amended, which the offices agree to provide on behalf of one of the signatories to this MOU. This MOU specifically addresses the processing of those EEO cases in which the complainant or alleged offender is a Central Intelligence Agency (CIA) employee assigned to the National Reconnaissance Office (NRO). This MOU also clarifies responsibilities of the NRO to provide reasonable accommodations for CIA applicants and qualified employees with disabilities assigned to the NRO.

**B. BACKGROUND.**

1. On 3 November 1995, the Intelligence Community (IC) published its Diversity Policy Statement to promote diversity and ensure compliance with EEO law. During the fall of 1996, the NRO created an EEO program, due to a recommendation made in the Joint Central Intelligence Agency and Department of Defense Inspector General Inspection Report dated 16 April 1996. The NRO developed the program to ensure that NRO employees had the same opportunities as those from their parent services for EEO support. Upon activation of the former NRO Office of Equal Employment Opportunity and Social Actions in 1996, the various IC parent agencies of the NRO workforce determined the need to establish MOA's with regard to equal opportunity. Consistent with the goals of the IC Diversity Policy Statement of 1995 and the determined need for MOUs, the CIA and NRO established a MOU on 24 March 1997 with regard to diversity and EEO. On 11 October 2000, the CIA and the NRO formally established, via Memorandum of Agreement (MOA), the personnel support relationship between them. On 4 September 2001, the CIA Office of EEO (CIA/OEEO) and the NRO Office of EEO and Military Equal Opportunity (NRO/OEEO&ME) formalized, via MOA, the specific processes for handling EEO complaints outlined in general terms in Section F.8 of the 11 October 2000 CIA/NRO MOA. The 4 September 2001 MOA also formalized the responsibility for providing

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SUBJECT: MOA BETWEEN NRO/OEEO&DM AND CIA/OEEO ON EEO  
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reasonable accommodations to CIA applicants and qualified employees with disabilities assigned to the NRO. On 18 February 2003, the CIA and the NRO renewed, via MOA, the personnel support relationship between them. Subsequently, on 3 August 2004, the CIA/OEEO and NRO/OEEO&DM further clarified, via MOA, the EEO complaints processing and reasonable accommodation responsibilities outlined in general terms in Section G.9 of the 18 February 2003 MOA. On 6 September 2007, the CIA and NRO renewed, via MOA, the personnel support relationship between them. On 13 September 2007, the Parties renewed the MOA. The 13 September 2007 MOA is hereby incorporated as reference.

**C. RESPONSIBILITIES.** The Parties to this MOU recognize that providing a timely, objective, and fully compliant process for addressing EEO complaints is in the best interest of both organizations. Both Parties acknowledge that either, or in some cases both, organizations will have equities and/or potential-liabilities in a particular case. The Parties also acknowledge their shared responsibility in ensuring that applicants and qualified employees with disabilities are provided equal employment opportunity and afforded all rights to reasonable accommodations in the workplace. This MOU specifically addresses the primary forms of accommodation and the roles of each organization in determining and implementing appropriate and effective accommodations for all CIA applicants and employees assigned to the NRO.

1. The NRO/OEEO&DM will:

- a. provide informal counseling to CIA employees assigned to the NRO who raise issues of discrimination or harassment, pursuant to 29 CFR 1614, directly to the NRO/OEEO&DM;
- b. coordinate between the Director, NRO/OEEO&DM (D/NRO/OEEO&DM) and the Director, CIA/OEEO (D/CIA/OEEO) all such informal counseling sessions within seven business days of the employee reporting the event to NRO/OEEO&DM;
- c. immediately notify D/CIA/OEEO of any CIA employee filing of a formal EEO complaint with the NRO/OEEO&DM;
- d. determine, within seven business days, with concurrence of D/NRO/OEEO&DM and D/CIA/OEEO which office will make the decision whether to accept or dismiss, process, and investigate a CIA employee's formal EEO complaint filed in NRO/OEEO&DM; and

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e. provide reasonable accommodations, pursuant to the Rehabilitation Act, as amended; jointly determine requirements for reasonable accommodations; jointly provide accommodation services such as interpreters, drivers, and readers; provide reasonable accommodations involving facility, electronic, and Information Technology systems access (including video and multimedia productions) with respect to those facilities and systems under the sole ownership and control of the NRO; and the host party will be the primary point of service and the other party will be the back-up point of service.

2. The CIA/OEEO Office will:

a. provide informal counseling to CIA employees assigned to the NRO who raise issues of discrimination or harassment, pursuant to 29 CFR 1614, directly to the CIA/OEEO;

b. coordinate between the D/CIA/OEEO and the D/NRO/OEEO&DM of all such informal counseling sessions within seven business days of the employee reporting the event to CIA/OEEO;

c. immediately notify D/NRO/OEEO&DM of a CIA employee (assigned to NRO) filing of a formal EEO complaint with the CIA/OEEO;

d. determine, within seven business days, with concurrence of D/CIA/OEEO and D/NRO/OEEO&DM, which office will make the decision whether to accept or dismiss, process, and investigate a CIA employee's formal EEO complaint filed with CIA OEEO; and

e. provide reasonable accommodations, pursuant to the Rehabilitation Act, as amended; jointly determine requirements for reasonable accommodations; jointly provide accommodation services such as interpreters, drivers, and readers; provide reasonable accommodations involving facility, electronic, and Information Technology systems access (including video and multimedia productions) with respect to those facilities and systems under the sole ownership and control of the CIA; and the host party will be the primary point of service and the other party will be the back-up point of service.

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**D. FUNDING.**

1. Any services rendered under this MOU will be made on a non-reimbursable basis.
2. This MOU does not authorize the transfer or exchange of funds or manpower between the CIA/OEEO and the NRO/OEEO&DM.
3. The obligations of the CIA/OEEO and the NRO/OEEO&DM under this MOU are subject to the availability of appropriated funds. Nothing in this MOU will be interpreted to require a violation of the Anti-Deficiency Act, 31 U.S.C. 1341 and 1517. No appropriated funds are obligated by this agreement.

**E. LEGAL GUIDANCE AND DETERMINATIONS.** Each party will be responsible for obtaining legal guidance regarding the processing of complaints of discrimination. Each agency will make a determination regarding the responsibility for litigating its own cases where a hearing is requested or a case has been appealed.

**F. IMPLEMENTATION.**

1. This MOU supersedes all prior written agreements between NRO/OEEO&DM and the CIA/OEEO with respect to EEO complaints and provisions of reasonable accommodations.
2. This MOU will take effect upon signature of the authorized representatives from the NRO and CIA. As agreed to by all Parties, or their designees, the MOU will be reviewed every two years to determine its continued applicability. Either party may terminate the MOU by written notification to the other party. The MOU will terminate after such written notification.

[Redacted Signature Box]

Sheryl Brown-Norman  
Director, Office of Equal  
Employment Opportunity, CIA

Date

3/24/09

~~Annette D. Wyeth~~

Annette D. Wyeth  
Director, Office of Equal  
Employment Opportunity  
and Diversity Management, NRO

Date

1/30/09

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